

RULES OF THE VISTRY GROUP DEFERRED BONUS PLAN 2022

VISTRY GROUP PLC

Shareholders' Approval:

18 May 2022

*As amended by Shareholders' Approval at a
General Meeting:*

[30] August 2023

Expiry Date:

18 May 2032

Table of Contents

Contents	Page
1 Definitions.....	1
2 Granting Awards.....	3
3 Before Vesting.....	5
4 Vesting.....	6
5 Leaving employment.....	9 8
6 Malus and clawback.....	11 9
7 Corporate events.....	12 14
8 Changing the Plan and termination.....	14 13
9 General.....	15 14

Rules of the Vistry Group Deferred Bonus Plan 2022

The Plan allows for all or part of a participant's bonus to be paid in the form of an award over shares. The part of the bonus paid in this way may be set by the directors and/or chosen by the Participant.

This introduction does not form part of the rules of the Plan.

1 Definitions

In these rules:

"Acquiring Company" means a person who has or obtains control (within the meaning of Section 995 of the Income Tax Act 2007) of the Company or, in connection with an event in rule 7.2 (*Demergers and other corporate events*), such Company as is determined by the Directors;

"Award" means a Conditional Award or an Option;

"Award Date" means the date set by the Directors under rule 2.4 (*Terms of Award*) or, if not such date is set, the date on which the Award is granted;

"Bonus" means the amount of the Participant's annual bonus;

"Change of control" means

- (a) a general offer to acquire Shares made by a person (or a group of persons acting in concert) becoming (or being declared) wholly unconditional; or
- (b) under Section 895 of the Companies Act 2006 or equivalent procedure under local legislation, a court sanctioning a compromise or arrangement in connection with the acquisition of Shares;

in either case pursuant to which a person (or a group of persons acting in concert) obtain (or on it becoming effective, will obtain) Control of the Company; or

- (c) unless the Directors determine otherwise, a person (or a group of persons acting in concert) obtaining Control of the Company in any other way;

"Company" means Vistry Group PLC, a company incorporated in England and Wales with company number 00306718;

"Conditional Award" means a conditional right to acquire Shares granted under the Plan;

"Contingent Deferral Award" means an Award (or part thereof) granted after 31 December 2023 that is: (i) designated so by the Directors under rule 2.4 (*Terms of Awards*); or (ii) that is not a Standard Deferral Award;

"Control" has the meaning given in Section 995 of the Income Tax Act 2007;

"Dealing Restriction" means any restriction on dealing in securities imposed by regulation, statute, order, directive or any code adopted by the Company as varied from time to time;

"Directors" means, subject to rule 7.5 (*Directors*), the board of directors of the Company or a duly authorised person or group of persons;

"Dividend Equivalent" means an entitlement in respect of dividends as described in rule 4.6 (*Dividend Equivalent*).

“Employee” means, subject to rule 2.2 (*Former employees*), any employee of a Member of the Group;

“Final Exercise Date” means the tenth anniversary of the Award Date or an earlier date set under rule 2.4 (*Terms of Awards*);

“Member of the Group” means:

- (i) the Company;
- (ii) its Subsidiaries from time to time; or
- (iii) any other company which is associated with the Company and is so designated by the Directors;

“Normal Vesting Date” means the date set by the Directors for Vesting of an Award under rule 2.4 (*Terms of Awards*);

“Option” means a right to acquire Shares granted under the Plan;

“Option Price” means nil, or otherwise the amount payable on the exercise of an Option, as specified under rule 2.4 (*Terms of Awards*);

“Participant” means a person holding (or who previously held) an Award or their personal representatives;

“Plan” means these rules known as “The Vistry Group Deferred Bonus Plan 2022”, as changed from time to time;

“Shares” means fully paid ordinary shares in the capital of the Company;

“Subsidiary” means a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006;

“Standard Deferral Award” means an Award (or part thereof) that is: (i) granted after 31 December 2023 and that is designated so by the Directors under rule 2.4 (*Terms of Awards*); or (ii) any Award that is granted on or before 31 December 2023; and

“Vesting” means in relation to a Conditional Award, a Participant becoming entitled to have the Shares issued or transferred to them or in relation to an Option, means the Option becoming exercisable, in each case in accordance with the Plan.

1.1 Interpretation

In this Plan, unless otherwise specified:

- 1.1.1 the headings are for reference purposes only and are not to be used in construing the meaning of the Plan;
- 1.1.2 a reference to legislation, an agreement or other document is to the legislation, agreement or document as amended or substituted and, in the case of legislation, to any legislation re-enacted or a regulation or statutory instrument issued under it;
- 1.1.3 words in the singular include the plural and vice versa;
- 1.1.4 to the extent permitted by law, a reference to writing includes any visible means of reproducing words in a tangible form, including electronic communication;
- 1.1.5 reference to a “person” includes a body corporate;

- 1.1.6 the term “including” (or similar) shall mean “including, without any limitation whatsoever and without prejudice to the generality of the foregoing”;
- 1.1.7 a provision obliging, or permitting, a company to do any thing shall be read as obliging, or permitting, such company to do that thing or procure that thing to be done;
- 1.1.8 a provision permitting a person to do any thing shall not be read as obliging the person to do that thing; and
- 1.1.9 a reference in any rule to that rule being subject to these rules, subject to another rule or subject to any rule of interpretation shall not be read as meaning that any other rule that does not include such reference is not so subject.

2 Granting Awards

2.1 Selection of Participants

The Directors may determine that the Plan will operate in connection with the Bonus arrangements of any Employee (including an executive director) in accordance with any criteria that the Directors in their discretion may set.

2.2 Former employees

The Directors may also determine that the Plan will operate in connection with the Bonus arrangements of a former Employee, and in which case these rules shall apply with references to the “Employee” being read accordingly, and provided that:

- 2.2.1 Rules ~~5.1~~ [5.2](#) (*General rule on leaving employment for Standard Deferral Awards*), ~~and 5.2~~ [5.3](#) (*Leaving employment where the Award lapses*), [5.5](#) (*General rule on leaving employment prior to Vesting of Contingent Deferral Awards*) and sub-rules [5.6.2 to 5.6.6](#) (*Exceptional circumstances for Contingent Deferral Awards*) shall not apply; and
- 2.2.2 an Award may be subject to such other conditions as the Directors may determine.

2.3 Grant of Awards

2.3.1 Bonus deferral

Where the Directors determine that the Plan will operate in connection with the Bonus arrangements of an Employee, the proportion of any Bonus of such Employee that is required to be subject to deferral shall be determined. In the event that a Bonus is awarded to such Employee:

- (i) the Employee will have no right to receive (in cash or otherwise) the amount of such Bonus that is determined to be subject to deferral; and
- (ii) the Directors (at such time as they may determine, by reference to the timing of the award of the Bonus) will grant an Award over such number of Shares as have an aggregate market value which is equal to the amount of such Bonus that is subject to deferral.

2.3.2 Buy-out awards

An Award may be granted in connection with the recruitment of an Employee to replace awards forfeited from the Employee's previous employer. In the event that an Award is granted on such basis, the Award may be granted over up to such number of Shares as have an aggregate market value which is equal to the value of the forfeited awards.

2.4 Terms of Awards

Awards are subject to the rules of the Plan from time to time and any condition and must be granted by deed. The terms of the Award must be determined by the Directors. The terms must be set out in the deed, including:

- 2.4.1 whether the Award is a Conditional Award or an Option;
- 2.4.2 the number of Shares subject to the Award or the basis on which the number of Shares subject to the Award will be calculated;
- 2.4.3 the Award Date (if not the date on which the Award is granted);
- 2.4.4 any condition specified under rule 2.5 (*Other Conditions*);
- 2.4.5 the Normal Vesting Date (or, if applicable, the Normal Vesting Dates and the proportion of the Award that will normally be capable of Vesting on each);
- 2.4.6 if determined, whether the Participant is entitled to receive any Dividend Equivalent; and
- [2.4.7](#) for an Option, the Option Price (if other than nil) and the Final Exercise Date (if other than the tenth anniversary of the Award Date).

[For Awards granted after 31 December 2023, the terms set out in the grant deed may also state whether the Award \(or part thereof\) is a Standard Deferral Award or a Contingent Deferral Award.](#)

2.5 Other conditions

The Directors may impose other conditions when granting an Award. Any condition must be specified at the Award Date and, subject to any terms specified in relation to such condition, an Award will lapse if it is not satisfied. The Directors may waive or change a condition imposed under this rule 2.5 (*Other conditions*).

2.6 Award certificates

Each Participant will receive a certificate setting out the terms of the Award as soon as practicable after the Award is granted. The certificate may be the deed referred to in rule 2.4 (*Terms of Awards*) or any other document. If any certificate is lost or damaged the Company may replace it on such terms as it decides.

2.7 No payment

A Participant is not required to pay for the grant of any Award.

2.8 Administrative errors

- 2.8.1 If the Company grants an Award which is inconsistent with rule 2.1 (*Selection of Participants*) or 2.2 (*Former employees*), it will lapse immediately.

2.8.2 If the Company tries to grant an Award which is inconsistent with rules 2.9 (*Plan limits - 10 per cent*) or 2.10 (*Plan limits - 5 per cent*), the Award will, unless the Directors determine otherwise, be limited and will take effect from the date it is granted on a basis consistent with those rules.

2.8.3 If the Directors determine that an Award is granted in or subject to an error, including being granted in respect of an incorrect number of Shares, the Directors may determine that the Award shall lapse or be adjusted in order to correct such error, including that the number of Shares subject to such Award shall be adjusted (provided that the Award as adjusted continues to be subject to comply with these rules).

2.9 Plan limits - 10 per cent

The Company must not grant an Award if the number of Shares that would be committed to be issued under that Award would exceed 10 per cent of the ordinary share capital of the Company in issue immediately before that day, when added to the number of Shares which have been issued, or committed to be issued, to satisfy Awards under the Plan, or options or awards under any other employee share plan adopted by the Company, granted in the previous 10 years.

2.10 Plan limits - 5 per cent

The Company must not grant an Award if the number of Shares that would be committed to be issued under that Award would exceed 5 per cent of the ordinary share capital of the Company in issue immediately before that day, when added to the number of Shares which have been issued, or committed to be issued, to satisfy Awards under the Plan, or options or awards under any other discretionary employee share plan adopted by the Company, granted in the previous 10 years.

2.11 Scope of Plan limits

For the purposes of determining the limits in rules 2.9 (*Plan limits - 10 per cent*) and 2.10 (*Plan limits - 5 per cent*) the following are ignored:

2.11.1 Shares receivable under a Dividend Equivalent (or otherwise in respect of any dividend); and

2.11.2 for the avoidance of doubt, any Shares subject to an Award, option or award that is on terms that it shall not be satisfied by the issue of Shares.

As long as so required by the Investment Association shares transferred from treasury are counted as part of the ordinary share capital of the Company, and as shares issued by the Company.

3 Before Vesting

3.1 Rights

A Participant is not entitled to vote, to receive dividends or to have any other rights of a shareholder in respect of Shares subject to an Award until the Shares are issued or transferred to the Participant.

3.2 Transfer

A Participant may not transfer, assign or otherwise dispose of an Award or any rights in respect of it. If the Participant does so, whether voluntarily or involuntarily, then the Award will immediately lapse unless determined otherwise by the Directors. This rule 3.2 (*Transfer*) does not apply to the transmission of an Award on the death of a Participant to their personal representatives.

3.3 Adjustment of Awards

If there is:

- 3.3.1 a variation in the equity share capital of the Company, including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital;
- 3.3.2 a demerger (in whatever form) or exempt distribution by virtue of Section 1075 of the Corporation Tax Act 2010;
- 3.3.3 a special dividend or distribution; or
- 3.3.4 any other corporate event which the Directors determine might affect the current or future value of any Award,

the Directors may adjust the description, number and/or class of Shares or securities subject to the Award and, in the case of an Option, the Option Price.

4 Vesting

4.1 Normal Vesting Date

Subject to these rules, an Award will normally Vest in full on the Normal Vesting Date (or if there is more than one, as to the relevant percentage of the Shares subject to it, on each of the Normal Vesting Dates).

4.2 Discretion to delay Vesting, settlement, exercise or similar

- 4.2.1 Notwithstanding any other provision of these rules, the Directors may delay the grant of an Award; the Vesting of an Award under any rule; the issue or transfer of Shares or payment of cash pursuant to an Award which Vests and/or the ability for a Participant to exercise an Option, and/or may extend the Clawback Period, in each case if the Directors determine that it is appropriate to do so and by such period or on such terms as the Directors determine.
- 4.2.2 Without prejudice to the generality of the Directors' discretion, and without any limitation whatsoever, the circumstances in which the Directors may (but shall not be obliged) to consider doing so include where, on the date on which such event would otherwise occur, there is an ongoing investigation or other procedure to determine whether the Award should be subject to malus or clawback in accordance with rule 6 (*Malus and clawback*) or where the Directors determine that further investigation of any matter is needed.

4.3 Delay for Dealing Restrictions

A Conditional Award shall Vest if the Directors consider that a Dealing Restriction prevents such Vesting and/or any action needed to give effect to such Vesting, and in which case the Award will instead Vest on the first day on which it is not so prevented.

4.4 Consequences of Vesting for Conditional Awards

Within 30 days of a Conditional Award Vesting, the Company will arrange (subject to these rules) for the issue or transfer (including a transfer out of treasury) to, or to the order of, the Participant, of the number of Shares in respect of which the Award has Vested.

4.5 Consequences of Vesting for Options

- 4.5.1 A Participant may exercise an Option to the extent it has Vested.
- 4.5.2 An Option may not be exercised if the Directors consider that a Dealing Restriction prevents the exercise of the Option and/or any action needed to give effect to such exercise.
- 4.5.3 Subject to any other restrictions in these rules or set out on the grant of an Option, an Option may be exercised in full or in part. If an Option is exercised in part, the balance remains exercisable and the Directors may issue a balance certificate.
- 4.5.4 To exercise an Option the Participant must give notice in the prescribed form to the Company, or any person nominated by the Company, and pay the Option Price (if any) or make arrangements, satisfactory to the Directors for its payment.
- 4.5.5 Within 30 days of a valid exercise of an Option, the Company will arrange (subject to these rules) for the issue or transfer (including a transfer out of treasury) to, or to the order of, the Participant, of the number of Shares in respect of which the Option is exercised.
- 4.5.6 An Option will lapse, at the latest, on the close of business on the Final Exercise Date.
- 4.5.7 If an Option lapses under more than one provision of the rules of the Plan, the provision resulting in the shortest exercise period will prevail.

4.6 Dividend Equivalent

If the Directors so determine prior to the Normal Vesting Date that Dividend Equivalents shall be paid in respect of an Award then when the Award Vests (or, in the case of an Option, is exercised) either:

- 4.6.1 the number of Shares in respect of which the Award Vests will be increased by that number of Shares which has a market value, on the date of Vesting, equal to the Dividend Equivalent Amount; or
- 4.6.2 the Company will make a payment to the Participant of an amount equal to the Dividend Equivalent Amount.

The '**Dividend Equivalent Amount**' is the amount of ordinary dividends which had a record date between the Award Date and the date of Vesting, multiplied by the number of Shares that Vest (apart from this rule 4.6 (*Dividend Equivalent*)), provided that:

- 4.6.3 the Directors may determine that the Dividend Equivalent Amount shall instead be calculated assuming reinvestment of each relevant dividend into Shares on the basis of the market value of a Share on the record date of the relevant dividend; and/or
- 4.6.4 the Directors may determine that the value of any distribution other than an ordinary dividend with a record date between the Award Date and the date of Vesting shall be included in calculating the Dividend Equivalent Amount.

4.7 Cash and Share alternative

- 4.7.1** The Directors may at any time prior to an Award being satisfied decide to satisfy the Award (in whole or part) by paying an equivalent amount in cash (subject to rule 4.8 (*Tax*)).
- 4.7.2** An Award may be granted on the basis that it will always be satisfied in accordance with rule 4.7.1.
- 4.7.3** In respect of Awards which consist of a right to receive a cash amount, the Directors may decide instead to satisfy such Award by the delivery of Shares (subject to rule 4.8 (*Tax*)).
- 4.7.4** The calculation of any cash payment or number of Shares under this rule will be undertaken by reference to the market value of a Share on the date of Vesting for a Conditional Award or the date of exercise for an Option (less the Option Price, if any).

4.8 Tax

The Participant will be responsible for all taxes, social security contributions and other levies or charges, or other payroll deduction required by law, arising out of or in connection with an Award or the acquisition, holding or disposal of Shares or any interest in them. But this will only apply to employer social security contributions to the extent that the Directors so decide and to the extent lawful.

If the Company, any other Member of the Group or the trustee of any employee benefit trust has any liability to pay or account for any such tax, contribution, levy or charge or other payroll deduction, it will normally meet the liability by selling Shares to which the Participant becomes entitled on their behalf and using the proceeds to meet the liability.

However, the Directors may decide that the liability will, instead, be met by:

- 4.8.1** deducting the amount of the liability from any cash payment due under the Plan;
- 4.8.2** deducting the amount from any payment of salary, bonus or other payment due to the Participant; and/or
- 4.8.3** to the extent the same would effectively discharge the liability in the relevant jurisdiction, reducing the number of Shares to which the Participant would otherwise be entitled.

The Participant will enter into any elections required by the Directors, including elections under Part 7 of the Income Tax (Earnings and Pensions) Act 2003 and/or elections to transfer any liability, or agreements to pay social security contributions.

Notwithstanding anything else in these rules, the Vesting of an Award or the issue or transfer of Shares or any payment of cash may be delayed until the Participant has done all things reasonably required by the Directors to give effect to this rule 4.8.

The withholding and/or other arrangements under this rule 4.8 may be operated on the basis of the highest rate of tax or social security contributions that may be applicable, provided that any excess value realised will be paid to the Participant as soon as is reasonably practicable.

5 Leaving employment

5.1 Application of terms to type of Award

If the Participant leaves employment and the Award is a Standard Deferral Award, then rules 5.2 (*General rule on leaving employment prior to Vesting for Standard Deferral Awards*), 5.3 (*Leaving employment where the Award lapses*) and 5.4 (*Death*) shall apply.

If the Participant leaves employment before an Award has Vested and the Award is a Contingent Deferral Award, then rules 5.3 (*Leaving employment where the Award lapses*), 5.4 (*Death*), 5.5 (*General rule on leaving employment prior to Vesting of Contingent Deferral Awards*) and 5.6 (*Exceptional circumstances for Contingent Deferral Awards*) shall apply.

For the avoidance of doubt, rules 5.3 (*Leaving employment where the Award lapses*), 5.4 (*Death*), 5.7 (*Exercise and lapse of Options after leaving employment*) and 5.8 (*Meaning of "leaving employment"*) shall apply to all Awards.

5.1.2 General rule on leaving employment prior to Vesting for Standard Deferral Awards

If the Participant leaves employment before an Standard Deferral Award (or relevant part thereof) has Vested other than where rule 5.3 (*Leaving employment where Award lapses*) or rule 5.4 (*Death*) applies:

5.1.2.1 the Award will not lapse but will remain outstanding and capable of Vesting under the rules; provided that

5.1.2.2 the Directors may decide that the Award will Vest in full either on cessation or on any other date.

5.2.3 Leaving employment where the Award lapses

This rule 5.3 shall apply where the Participant: (i) leaves employment; and/or (ii) gives or receives notice pursuant to which they will leave employment, in either case on the grounds or as a result of (or at a time where the Company could have terminated employment summarily or on notice on the grounds of) conduct (including by omission) that the Directors determine amounts to misconduct (including but not limited to any act or omission that justified, or could have justified, termination on the grounds of misconduct whether summarily or on notice).

Where this rule 5.3 applies any Award (including any outstanding Vested Option) will immediately lapse in full, save only to such extent as the Directors may determine (in which case to such extent, as applicable, -rules 5.2 (*General rule on leaving employment prior to Vesting for Standard Deferral Awards*) or 5.6 (*Exceptional circumstances for Contingent Deferral Awards*) and/or 5.4rule 5.7 (*Exercise and lapse of Options after leaving employment*) shall apply).

5.3.4 Death

If a Participant dies, an Award which is not Vested will Vest in full on the date of death.

The Company will only arrange for Shares to be issued or transferred, or cash paid, to the personal representatives of a deceased Participant (or the equivalent in any jurisdiction) if they have produced such evidence as the Directors may require of their status as such. The receipt by any person who has produced such evidence will discharge the Company from any obligation pursuant to the Award to the Participant or their estate.

5.5 General rule on leaving employment prior to Vesting of Contingent Deferral Awards

If the Participant leaves employment before a Contingent Deferral Award has Vested other than where rules 5.3 (*Leaving employment where the Award lapses*), 5.4 (*Death*) or 5.6 (*Exceptional circumstances for Contingent Deferral Awards*) applies, the Contingent Deferral Award shall automatically lapse on the date the Participant leaves employment.

5.6 Exceptional circumstances for Contingent Deferral Awards

Notwithstanding rule 5.5 (*General rule on leaving employment prior to Vesting of Contingent Deferral Awards*), if the Participant leaves employment before a Contingent Deferral Award has Vested by reason of:

5.6.1 injury, disability or ill-health (as agreed by the Directors);

5.6.2 redundancy (within the meaning of the Employment Rights Act 1996);

5.6.3 retirement (as determined by the Directors);

5.6.4 their employing company ceasing to be a member of the Group;

5.6.5 the business (or part of the business) in which they are employed being transferred to a transferee which is not a member of the Group; or

5.6.6 any reason other than one stated in this rule 5.6 or death in the absolute discretion of the Directors.

the Participant's Contingent Deferral Award will not lapse but will remain outstanding and capable of Vesting in full under the rules, provided that the Directors may decide that the Award will Vest in full either on cessation or on any other date.

5.4.5.7 Exercise and lapse of Options after leaving employment

~~5.4.1~~5.7.1 An Option which does not lapse when the Participant leaves may only be exercised during the period of six months from the date of leaving or, if later, from the date on which it Vests (or 12 months in the case of death), and will lapse upon the expiry of such period.

~~5.4.2~~5.7.2 An Option will not lapse under rule ~~5.7.1~~~~5.4.1~~ during (and would instead lapse if not exercised on the expiry of) an exercise period for Options under rule 7.3 (*Exercise period for Options*). For the avoidance of doubt, this does not affect the operation of rules ~~5.3~~~~5.2~~ (*Leaving employment where the Award lapses*) and ~~5.5~~~~5.6~~ (*General rule on leaving employment prior to Vesting of Contingent Deferral Awards*).

5.5.8 Meaning of "leaving employment"

A Participant who ceases to hold an office or employment with any Member of the Group will not be treated as "leaving employment" if, immediately following such cessation, they continue to hold any office or employment with any Member of the Group, unless the Directors determine that they should be so treated. In such case a Participant will be treated as leaving employment whether or not the termination is or would be lawful.

6 Malus and clawback

6.1 Application

Notwithstanding anything else in these rules the Directors may:

- 6.1.1 at any time prior to Shares and/or cash being transferred pursuant to an Award, decide that the provisions of rule 6.3 (*Malus*) will be applied to an Award; and/or
- 6.1.2 at any time prior to the expiry of the Clawback Period decide that the provisions of rule 6.4 (*Clawback*) will be applied in respect of an Award,

in each case if there has been, in the Directors' opinion:

- 6.1.3 a material misstatement of any Member of the Group's financial results;
- 6.1.4 an error in assessing performance used in determining the Bonus by reference to which an Award was granted, or in the information or assumptions relating to the determination of such Bonus and/or the treatment of an Award;
- 6.1.5 gross or serious misconduct on the part of the Participant;
- 6.1.6 a material failure of risk management at any Member of the Group;
- 6.1.7 circumstances of corporate failure;
- 6.1.8 serious reputational damage to any Member of the Group;
- 6.1.9 any other exceptional event that has had or may have a material effect on the value or reputation of any Member of the Group (excluding an exceptional event or events which have a material adverse effect on global macroeconomic conditions);
- 6.1.10 any other circumstances which the Directors considers to be similar in their nature or effect to those referred to in rules 6.1.3 to 6.1.9 above; and/or
- 6.1.11 in relation to the application of rule 6.3 (*Malus*), any other event has occurred (or similar) which the Directors consider should give rise to the application of that rule.

6.2 Clawback period

Subject to rule 4.2 (*Discretion to delay Vesting, settlement or exercise or similar*), the Clawback Period shall be a period expiring on the second anniversary of the date on which the Award (or, if the Award vests in tranches, the last tranche of the Award) Vests.

6.3 Malus

Where this rule 6.3 applies, notwithstanding anything else in these rules, the Directors may decide to:

- 6.3.1 reduce (including to zero) the number of Shares subject to the Award; and/or
- 6.3.2 impose further conditions on the Award.

6.4 Clawback

Where this rule 6.4 applies, notwithstanding anything else in these rules, the Directors may:

- 6.4.1 reduce (including to zero) the number of Shares subject to any other Award granted under the Plan and/or any other employee share plan operated by the Company

(other than an employee share plan that complies with Schedules 2 or 3 of the Income Tax (Earnings and Pensions) Act 2003);

- 6.4.2 impose further conditions on any other Award that may be granted to the Participant under the Plan;
- 6.4.3 reduce (including to zero) the amount of cash that may otherwise have been awarded to the Participant as a bonus or any other form of remuneration;
- 6.4.4 determine that the Participant must immediately on demand pay to or to the order of the Company a cash amount in respect of some or all of the Shares and/or cash received by the Participant under the Award (and the Company may, to the extent permitted by law, deduct or procure to be deducted such cash amount from any amount payable to the Participant by any Member of the Group, whether as salary, bonus or otherwise); and/or
- 6.4.5 determine that the Participant must immediately on demand transfer to or to the order of the Company and for nil consideration a number of Shares as is determined to reflect some or all of the Shares and/or cash received by the Participant under the Award,

where the Directors shall determine the basis on which the number of Shares and/or amount of cash in respect of which any provision of this rule 6.4 shall apply, including whether and if so to what extent to take account of any tax or social security liabilities (or similar) that arose in relation to the Award.

6.5 General

- 6.5.1 Rules 6.1 (*Application*) to 6.4 (*Clawback*) can be applied even if the Participant was not responsible for the event in question or if it took place before the Vesting or grant of the Award.
- 6.5.2 Without limiting rule 9.1 (*Terms of employment*), the Participant will not be entitled to any compensation in respect of the operation or purported operation of this rule 6 (*Malus and Clawback*).
- 6.5.3 Nothing in this rule 6 (*Malus and Clawback*) shall in any way restrict a Participant from being able to transfer or otherwise dispose of any Shares acquired by such Participant pursuant to an Award.

6.6 Other

The Committee may reduce the number of Shares in respect of which an Award is outstanding, Vested and/or capable of exercise (and consequently the number of any Shares or cash payment due on Vesting or exercise), or lapse an Award in full, to give effect to Malus or Clawback pursuant to any other incentive arrangement operated from time to time by any Group Company.

7 Corporate events

7.1 Change of control

If there is a Change of control, subject to rule 7.4 (*Exchange*), Awards will Vest in full.

7.2 Demergers and other corporate events

If the Company is or may be affected by:

- 7.2.1 any demerger, delisting, distribution (other than an ordinary dividend) or other transaction, which, in the opinion of the Directors, might affect the current or future value of any Award; or
- 7.2.2 any reverse takeover, merger by way of a dual listed company or other significant corporate event, as determined by the Directors,

in each case not being a Change of control, the Directors may allow Awards to Vest to the extent determined by the Directors, and in which case Awards will lapse to the extent they do not Vest or are not exchanged under rule 7.4 (*Exchange*). The Directors may impose other conditions on such Vesting.

7.3 Exercise period for Options

Options may only be exercised:

- 7.3.1 if there is a Change of control, during the period of six months from the Change of control or, if ending earlier, six weeks from the date on which a notice to acquire Shares under section 979 of the Companies Act 2006 is first served; or
- 7.3.2 if the Directors so determine, during the period of six weeks (or such other period as the Directors may specify) following the relevant event in rule 7.2 (*Demergers and other corporate events*),

and (in the case of rule 7.3.2, where the Directors so determine) will lapse at the end of the period the extent not exercised or exchanged under rule 7.4 (*Exchange*).

7.4 Exchange

An Award will not Vest (or, in the case of an Option, be exercisable) following an event described in rule 7.1 (*Change of control*) or, if the Directors so determine, 7.2 (*Demerger or other corporate events*) but will be exchanged pursuant to rule 7.6 (*Exchange terms*) to the extent that:

- 7.4.1 an offer to exchange the Award is made and accepted by a Participant; or
- 7.4.2 the Directors decide that the Award will be automatically exchanged.

7.5 Directors

In this rule 7 (*Corporate events*), following a Change of control or (if the Directors determine that Awards will vest in respect of such event) an event referred to in rule 7.2 (*Demerger or other corporate events*), and save in respect of an Award which is exchanged under rule 7.4 (*Exchange*), “**Directors**” means those people who were members of the remuneration committee of the Company immediately before the Change of control.

7.6 Exchange terms

Where an Award is to be exchanged under rule 7.4 (*Exchange*), a Participant shall be granted a new award in exchange for an existing Award, where the new award:

- 7.6.1 must confer a right to acquire shares in the Acquiring Company or another body corporate determined by the Acquiring Company;

- 7.6.2 is treated as having been acquired at the same time as the existing Award and capable of Vesting in the same manner and at the same time; and
- 7.6.3 is governed by the rules of the Plan from time to time, excluding rule 8.2 (*Shareholder approval*), as if references to Shares were references to the shares over which the new award is granted and references to the Company were references to the Acquiring Company or the body corporate determined under rule 7.6.1 above.

7.7 Winding up

Awards shall lapse on the passing of an effective resolution, or the making of a Court order, for the compulsory winding up of the Company.

8 Changing the Plan and termination

8.1 Directors' powers

Subject to rule 8.2 (*Shareholder approval*), the Directors may at any time change the Plan and the terms of any existing Awards in any way, including changes to the disadvantage of existing Participants

8.2 Shareholder approval

8.2.1 Except as described in rule 8.2.2, the Company in general meeting must approve in advance by ordinary resolution any proposed change to the Plan to the advantage of present or future Participants, which relates to:

- (i) the Participants;
- (ii) the limitations on the number or amount of Shares, cash or other benefits subject to the Plan;
- (iii) the individual limit for each Participant under the Plan;
- (iv) the basis for determining a Participant's entitlement to, and the terms of, securities, cash or other benefit to be provided and for the adjustment thereof (if any) if there is a capitalisation issue, rights issue or open offer, sub-division or consolidation of shares or reduction of capital or any other variation of capital; or
- (v) the terms of this rule 8.2.1.

8.2.2 The Directors can change the Plan and need not obtain the approval of the Company in general meeting for any minor changes:

- (i) to benefit the administration of the Plan;
- (ii) to comply with or take account of the provisions of any proposed or existing legislation;
- (iii) to take account of any changes to legislation; or
- (iv) to obtain or maintain favourable tax, exchange control or regulatory treatment of the Company, any Subsidiary or any present or future Participant.

8.2.3 The Directors may, without obtaining the approval of the Company in general meeting, establish further plans (by way of schedules to the rules or otherwise) based on the rules, but modified to take account of local tax, exchange control or securities law in non-UK territories. However, any Shares made available under such plans are treated as counting against any limits on individual or overall participation in the Plan under rules 2.9 (*Plan limits – 10 per cent*), 2.10 (*Plan limits - 5 per cent*) and 2.11 (*Scope of Plan limits*).

8.3 Employees' share scheme

No amendment or operation of the Plan will be effective to the extent that the Plan would cease to be an "employees' share scheme" as defined in Section 1166 of the Companies Act 2006.

8.4 Notice

The Directors are not required to give Participants notice of any changes.

8.5 Termination

The Plan will terminate on the tenth anniversary of shareholder approval of the Plan, but the Directors may terminate the Plan at any time before that date. The termination of the Plan will not affect existing Awards.

9 General

9.1 Terms of employment

9.1.1 This rule 9.1 (*Terms of employment*) applies during an Employee's employment and after the termination of an Employee's employment, whether or not the termination is lawful.

9.1.2 Nothing in the rules or the operation of the Plan forms part of the contract of employment of an Employee. The rights and obligations arising from the employment relationship between the Employee and the employer are separate from, and are not affected by, the Plan. Participation in the Plan does not create any right to, or expectation of, continued employment.

9.1.3 No Employee has a right to participate in the Plan. Participation in the Plan or the grant of Awards on a particular basis in any year does not create any right to or expectation of participation in the Plan or the grant of Awards on the same basis, or at all, in any future year.

9.1.4 The terms of the Plan do not entitle an Employee to the exercise of any discretion in the Employee's favour.

9.1.5 An Employee will have no claim or right of action in respect of any decision, omission or discretion, which may operate to the disadvantage of the Employee even if it is unreasonable, irrational, capricious or arbitrary or might be regarded as being in breach of contract and/or in breach of the duty of trust and confidence (and/or any other implied duty) between the Employee and the employer.

9.1.6 No Employee has any right to compensation for any loss in relation to the Plan, including any loss in relation to:

- (i) any loss or reduction of rights or expectations under the Plan in any circumstances (including lawful or unlawful termination of employment);
- (ii) any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any omission to exercise any such discretion or take any such decision; or
- (iii) the operation, suspension, termination or amendment of the Plan.

9.1.7 For the avoidance of doubt, and without limiting any provision of this rule 9.1, no Member of the Group shall be liable for the exercise of any discretion, or omission to exercise any such discretion, that results in an Award and/or an Employee becoming subject to taxation under section 409A of the US Internal Revenue Code.

9.1.8 Any aspect of the operation of the Plan (including the application of malus and/or clawback pursuant to rule 6 (*Malus and clawback*) and the imposition of any delay under rule 4.2 (*Discretion to delay Vesting, settlement, exercise or similar*)) may be applied (or not applied), and a discretion may be exercised (or not exercised), in different ways for different Participants (and/or different Awards held by the same Participant) in relation to the same or different events or circumstances.

9.2 Directors' decisions

9.2.1 Any power, discretion or decision of the Directors under the Plan may be exercised or not exercised at the absolute discretion of the Directors.

9.2.2 The decision of the Directors on the interpretation of the Plan or in any dispute relating to an Award or on any matter relating to the Plan will be final and conclusive.

9.3 Market values and currencies

9.3.1 Subject to any express terms of the Plan, the market value of a Share shall be determined on such basis as the Directors may determine.

9.3.2 Any cash payment due under the Plan may be made in such currency as the Directors determine, and any calculation of exchange rate necessary for the Plan may be made by reference to such rate of exchange as the Directors determine.

9.4 Third party rights

Nothing in this Plan confers any benefit, right or expectation on a person who is not a Participant. No such third party has any rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent local legislation to enforce any term of this Plan. This does not affect any other right or remedy of a third party which may exist under applicable law.

9.5 Documents sent to shareholders

The Company is not required to send to Participants copies of any documents or notices normally sent to the holders of its Shares.

9.6 Costs

The Company will pay the costs of introducing and administering the Plan. The Company may ask a Participant's employer to bear the costs in respect of an Award to that Participant.

9.7 Employee trust

The Company and any Subsidiary may provide money to the trustee of any trust or any other person to enable them to acquire Shares to be held for the purposes of the Plan, or enter into any guarantee or indemnity for those purposes, to the extent permitted by Section 682 of the Companies Act 2006 or any applicable law.

9.8 Participants' information

9.8.1 Subject to rule 9.8.2, by participating in the Plan and accepting an Award, the Participant consents to the holding and processing of personal information the Participant provides to any Member of the Group, trustee or third-party service provider, for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (i) administering and maintaining Participant records;
- (ii) providing information to Members of the Group, trustees of any employee benefit trust, registrars, brokers or third-party administrators of the Plan;
- (iii) providing information to future purchasers or merger partners of the Company, the Participant's employing company, or the business in which the Participant works; and
- (iv) transferring information about the Participant to any country or territory that may not provide the same statutory protection for the information as the Participant's home country.

9.8.2 The basis for any processing of personal information about the Participant under the EU's General Data Protection Regulation (2016/679) ("GDPR") (or any successor laws, including its incorporation into UK law as the UK GDPR) is set out in the Company's Employee Privacy Policy available on the DUG Intranet and is not the consent given under rule 9.8.1. The Employee Privacy Policy also contains details about how the Participant's personal information is processed and the Participant's rights in relation to that information. The Participant has a right to review the Employee Privacy Policy.

9.9 Consents

All allotments, issues and transfers of Shares will be subject to any necessary consents under any relevant enactments or regulations for the time being in force in the United Kingdom or elsewhere. The Participant is responsible for complying with any requirements to obtain or avoid the necessity for any such consent.

9.10 Consistency with directors' remuneration policy

Nothing in these rules or the terms of any Award will oblige the Company or any other person to make any remuneration payment or payment for loss of office which would be in breach of Chapter 4A of Part 10 of the Companies Act 2006 (which requires such payments to be within an approved remuneration policy or otherwise approved by shareholders).

The Company will not be obliged to seek the approval of its shareholders in general meeting for any such payment but may make such changes as are necessary or desirable to the terms of any payment to ensure that it is not in breach of that Chapter.

9.11 Performance Adjustment Policy

Nothing in these rules shall in any way limit the operation of any policy and/or any other terms pursuant to which any remuneration (including a Bonus or an Award) may be cancelled or subject to malus or clawback to which any Participant may be subject to time to time.

9.12 Share rights

Shares issued to satisfy Awards under the Plan will rank equally in all respects with the Shares in issue on the date of allotment. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment. Where Shares are transferred to a Participant, including a transfer out of treasury, the Participant will be entitled to all rights attaching to the Shares by reference to a record date on or after the transfer date. The Participant will not be entitled to rights before that date.

9.13 Listing

If and so long as the Shares are listed and traded on a public market, the Company will apply for listing of any Shares issued under the Plan as soon as practicable.

9.14 Notices

9.14.1 Any information or notice to a person who is or will be eligible to be a Participant under or in connection with the Plan may be posted, or sent by electronic means, in such manner to such address as the Company considers appropriate, including publication on any website.

9.14.2 Any information or notice to the Company or other duly appointed agent under or in connection with the Plan may be sent by post or transmitted to it at its registered office or such other place, or by such other means, as the Directors or duly appointed agent may decide and notify Participants.

9.14.3 Notices sent by post will be deemed to have been given on the second day after the date of posting. However, notices sent by or to a Participant who is working overseas will be deemed to have been given on the seventh day after the date of posting. Notices sent by electronic means, in the absence of evidence to the contrary, will be deemed to have been received on the day after sending.

9.15 Severability

The invalidity or non-enforceability of any provision or rule of this Plan (or the term of any Award) shall not affect the validity or enforceability of the remaining provisions and rules of this Plan (or the terms of the Award) which shall continue in full force and effect.

9.16 Governing law and jurisdiction

English law governs the Plan and all Awards and their construction. The English courts have non-exclusive jurisdiction in respect of disputes arising under or in connection with the Plan or any Award.